injuries based on negligence,—where such negligence has been accompanied by no contemporaneous injury to person or property, or where the injuries are not resultant upon some contract relation between the parties,—no recovery for mental suffering merely, is admissible. This decision appears to be in accord with the weight of authority in such cases. *Mitchell* v. *Rochester Ry. Co.* 151 N. Y. 107, 45 N. E. 354, 34 L. R. A. 781, 56 Am. St. Rep. 604: *Ewing* v. *Ry, Co.*, 147 Pa. St. 40, 23 Atl. Rep. 340; *Canning* v. *Williamstown*, 1 Cush. 451. Contra, *Mack* v. *R. R Co.*, 52 S. C. 323, 29 S. E. Rep. 905, 40 L. R. A. 679, 68 Am. St. Rep. 913; *Purcell* v. *St. Paul R. R. Co.*, 48 Minn, 134, 50 N. W. Rep. 1034; *Gulf, Etc., R. R. Co.* v. *Hayter*, 93 Texas 193, 77 Am. St. Rep. 860. SHEARMAN & REDFIELD ON NEGLIGENCE, 5th ed., § 761, state the better rule to be that damages for mental anguish caused by fright alone may be recovered in such cases, only where gross or wilful negligence is proved. The decision in this case is of especial interest as it is the first decision, upon this particular point, of the Kentucky court, which had in previous cases followed the doctrines of *So. Relle* v. *Telegraph Co.*, 55 Tex. 308, 40 Am. Rep. 805, wherein damages for mental anguish alone, in the so-called telegraph cases, were allowed. See 2 MICHIGAN LAW REVIEW. pp. 150, 226.

EJECTMENT—EVIDENCE—NEGLIGENCE—The American Telephone & Telegraph Company having for some time maintained their lines over and along the property of one Wilcox and desiring to acquire a right to do so, presented to said Wilcox a sealed instrument, which the agent of the company said was a receipt for one dollar to pay for the damage which had been done to a tree belonging to Wilcox. This receipt was in fact an instrument giving the company right to maintain poles on land of the plaintiff. Wilcox signed it without reading it. Discovering the fraud he brings suit in ejectment and to recover damages. *Held*, that the negligence of Wilcox in not reading the instrument did not bar him from showing the fraud of defendant, and, moreover, that Wilcox had a right in a court of law to show fraud as a defense to the deed. *Wilcox* v. *American Telephone and Telegraph Company* (1903), —N. Y.—68 N. E. 153.

The decision in this case is in accord with former cases decided in New York. *Albany City Savings Institution* v. *Burdick*, 87 N. Y. 40, *Smith* v. *Smith*, 134 N. Y. 62, and indicates a broader view than that taken in some cases; for example *Commissioners* v. *Younger*, 29 Cal. 172; *Bacon* v. *Markley*, 46 Ind. 116; *Administrator* v. *Gerson*, 13 Wall (U. S.) 383, which hold that even between the original parties to a transaction the party who has been negligent cannot show fraud in the other.

ELECTIONS—MARKING OF BALLOTS.—The Michigan statute provides, (Public acts of 1901, No. 214, Sec. 26), "Where only one candidate is to be elected to an office, and the elector wishes to vote for a candidate not on his party ticket, he should make a cross in the circle under the name of his party, and also make a cross in the square before the name of the candidate for whom he desires to vote on the other ticket. In such case it shall not be necessary to strike off the name of the candidate on the party ticket. If the elector wishes to vote for a candidate not on any ticket, he must write or place the name of such candidate on his ticket opposite the name of the office, and make a cross in the circle under the party name." Where an elector, having placed a cross in the circle under his party name, then erased the name of the candidate of his party for supervisor, and wrote in the name of the candidate of the opposing party, which was already printed upon the ticket, *Held*, that such vote could not be counted for the candidate whose